

**Pre-Suit**

**JOHN OWEN PONS, JR.,**

**Plaintiff,**

**v.**

**LEON COUNTY SCHOOL BOARD  
and JAMES P. "ROCKY" HANNA,**

**Defendants.**

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**MEDIATION SETTLEMENT AGREEMENT**

This Mediation Settlement Agreement is entered into this 3rd day of April, 2019, by and between Prospective Plaintiff, **JOHN OWEN PONS, JR.** (hereinafter "Prospective Plaintiff") and Prospective Defendants, **LEON COUNTY SCHOOL BOARD and JAMES P. "ROCKY" HANNA** (hereinafter "Prospective Defendants").

The parties hereby agree as follows:

1. Prospective Plaintiff has agreed to settle all potential claims against the Prospective Defendants for \$100,000.00, payable to **Meyer, Brooks, Blohm and Hearn, P.A. Trust Account**. Payment shall be made within 20 days of approval by the Prospective Defendant Board as referenced below.
2. The parties are to bear their own attorneys' fees and costs.
3. Prospective Plaintiff agrees not to apply for or seek future employment with the **LEON COUNTY SCHOOL BOARD** or the **Leon County School System** or the **Leon County School District**.

4. The terms of this Agreement are subject to approval by the **LEON COUNTY SCHOOL BOARD**. Provided all necessary documents are executed, approval will be submitted for approval by the Board within seven days.

5. The terms of the Statute of Limitations Tolling and Extension Agreement executed on October 31, 2018 and November 1, 2018, providing that the parties desired to extend by agreement the limitations period until 60 days following the conclusion of the presuit mediation, which has occurred as of the date of execution of this agreement by all parties, is incorporated by reference in this Agreement to finalize the terms of settlement.

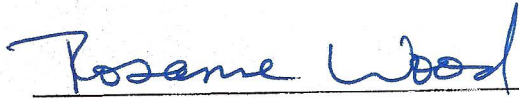
6. **LEON COUNTY SCHOOL BOARD** and **ROCKY HANNA** attach a proposed Settlement Agreement and Release. The parties will consult each other to reach a form of releases agreeable to all parties and agree to exchange releases to each other. Mr. John Owen Pons, Jr. must present an executed Settlement Agreement and Release in order for the **LEON COUNTY SCHOOL BOARD** to consider approval. The next Board meeting is scheduled for Monday, April 8, 2019. The settlement drafts shall be forwarded to Mr. Meyer's office within 20 days of approval by the Board of the executed Settlement Agreement and Release.

7. The mediator's office provided clerical assistance in typing this agreement but the parties are responsible for the content.

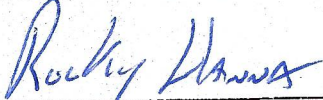
  
\_\_\_\_\_  
JOHN OWEN PONS, JR., Plaintiff

  
\_\_\_\_\_  
RONALD G. MEYER, ESQUIRE  
Attorney for Plaintiff

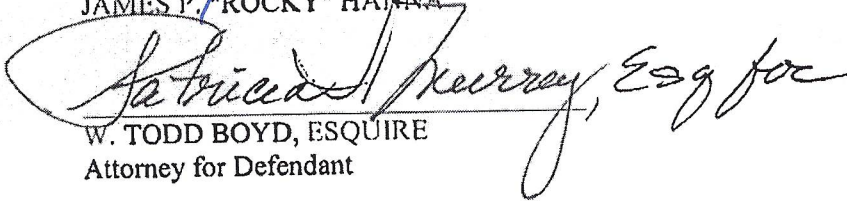
LEON COUNTY SCHOOL BOARD



By: Rosanne Wood  
Its: School Board Chair



JAMES P. "ROCKY" HAMNA



W. TODD BOYD, ESQUIRE  
Attorney for Defendant



KELLY OVERSTREET JOHNSON  
(Mediator)

## SETTLEMENT AGREEMENT AND RELEASE

**JOHN OWEN PONS a/k/a "JACKIE PONS", and his heirs, assigns and successors in interest, First Party**, for and in consideration of the payment of One Hundred Thousand Dollars and No cents (\$100,000.00), and mutual promises contained herein, does release and forever discharge **THE LEON COUNTY SCHOOL DISTRICT, THE LEON COUNTY SCHOOL BOARD, ROCKY HANNA in his individual and official capacity and their agents, employees, heirs, assigns, successors in interest, and any other person or entity who may be liable for their actions or obligations, Second Party**, of and from all manner of actions, suits, claims and demands whatsoever, whether known or unknown which against said parties the undersigned First Party ever had, now has or may have, for or by reason of any cause, matter or thing whatsoever from the beginning of the world to the date of these presents, including any and all claims for First Amendment and Due Process violations under Federal Law, Deprivation of Property, Due Process and Liberty under Florida and Federal law, wrongful discharge, wrongful discipline, age discrimination, harassment, annoyance, failure to promote, failure to reinstate, unfair labor practices, breach of contract, wrongful or malicious prosecution, defamation, civil conspiracy, damage to reputation, loss of past or future income, loss of earning ability, loss of benefits, incidental expenses, medical or psychological care, mental distress, legal fees and legal expenses, and any other claims whatsoever arising out of, connected with, or in any way resulting from the positions held by First Party in connection with Leon County Schools, as an elected superintendent of Leon County Schools, as teacher and/or principal in Leon County Schools, as an employee of the Leon County School Board and any and all claims asserted against Rocky Hanna, in his individual and official capacity connected with the Leon County Schools or elections for superintendent of the Leon County School District, whether such claims arise under State or Federal law, specifically including all claims which were or could have been asserted. First Party furthermore agrees not to seek future employment with the Leon County School District, the Leon County School System or the Leon County School Board.

First Party acknowledges and agrees that the Release and discharge set forth above is a General Release. First Party expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the First Party does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect First Party's decision to enter into this Release, related to, arising from, through or as a result of the asserted claim for reinstatement and any and all claims described above, which is the subject of the aforementioned claim in Leon County, Florida. First Party further agrees that he has accepted payment of the sum specified herein as a complete compromise of matters involving disputed issues of law and fact. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payment is not to be construed as an admission of liability on the part of the Second Party, by whom liability is expressly denied.

The undersigned First Party warrants that he has had the advice of counsel of his own choosing, that he understands the terms of this Release, that he is under no physical or mental disability which prevents him from comprehending the legal effect of his acquiescence to this Release, and that this Release represents his true intent.

The undersigned First Party further agrees to file no further proceedings in State or Federal court arising from the matters released herein. First Party agrees to be solely responsible for the payment of his own attorney fees, litigation expenses, liens, medical bills, or other expenses remaining unpaid, which are in any way related to the matters released herein.

Executed at TALLAHASSEE, Florida, this 3rd day of APRIL, 2019

Witnesses:

[Signature]

James J. Thomas

[Signature]  
**JOHN OWEN PONS**  
a/k/a "JACKIE PONS"